

Bid Number.....: 04-00000199
Vendor Number....: 60759

Buyer.....: VEB
Date Printed....: 1/22/04

City of Lynchburg VA
Procurement Division
900 Church Street
Lynchburg, VA 24504
Phone Number....: (434) 455-3970
Fax Number.....: (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 2/10/2004 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

| Item Description | Estimated Quantity | Unit of Measure | Unit Price |
|------------------|--------------------|-----------------|------------|
|------------------|--------------------|-----------------|------------|

*** Please bid per unit only ***

- | | | | |
|---|---------|----|----|
| 1 Full Maintenance Service for the HVAC System and Control System at the Lynchburg Emergency Communications Center for the period of March 1, 2004 thru February 28, 2005 as per the attached specifications. | 12.0000 | MO | \$ |
|---|---------|----|----|

Vendors desiring to inspect the facilities before submitting a quotation shall contact Moe Younger or Barry Martin at 434-847-1600

Any additional information regarding this contract will be issued in the form of an addendum from the Procurement Office.

Guaranteed Programmed Maintenance

Contract to include all parts, labor, etc., for the maintenance of the HVAC system and control system at Lynchburg Emergency Communication Center including 12 filter changes yearly. (Filters to be compatible to what is being used now.) Preventive Maintenance (PM) program to inspect or repair equipment bi-monthly to keep the system running at Factory Specification. All software upgraded as needed. Two (2) hour response time for emergency call out. And, any other maintenance in a standard Corporate Maintenance Contract.

Test and Inspect:

Job labor, travel labor and travel, and living expenses required to visually inspect and test equipment to determine its operating condition and efficiency.

Testing for excessive vibration, motor winding resistance, refrigerant charge, fan RPM, refrigerant oil (acid), flue gas analysis, safety controls combustion and draft, control systems, etc.

Inspecting for worn, failed or doubtful parts mountings, drive couplings, oil levels rotation, soot, flame composition and shape, pilot and igniter, oil and or refrigerant leaks, etc.

Preventive Maintenance:

Clean, align, calibrate, tighten, adjust and lubricate. These activities are intended to extend life and assure proper operating condition and efficiency. Typical activities include:

Cleaning – coil surfaces, fan impellers and blades, electrical contacts, burner orifices, passages and nozzles, pilot and igniter, cooling tower baffles, basin sump and float, condenser, etc.

Aligning belt drives, drive couplings, air fins, etc.

Calibrating safety controls, temperature and pressure controls, etc.

Tightening electrical connections, mounting bolts, pipe clamps, refrigerant piping fittings, damper section, etc.

Adjusting belt tension, refrigerant charge, super heat, fan RPM, burner fuel/air ratios, gas pressure, set points of controls and limits, compressor cylinder unloaders, dampers close-off, etc.

Lubricating motors, fan, damper bearings, damper linkage fan blade linkages, etc.

Repair and replace broken, worn and/or doubtful components or parts and including the cost of parts, supplies required to keep the equipment operating properly and efficiently.

Trouble Calls: Two (2) hour response time on trouble calls.

Metasystem HVAC control system

1. All factor software upgrades
2. Remote monitoring
3. Quarterly review of all Network devices, including set points, diagnostics, failures and device calibration or replacements, if required, to include software and hardware devices.
4. Quarterly review of all trend logs, to insure system performance.

Attachment: Equipment Inventory

| Qty | Equipment | Manuf | Model | Rating TON/HP | Location |
|-----|---|-----------|------------|------------------|----------|
| 1 | RTU-1 Roof-top Pkg. Unit with gas heat | Lennox | LGA1205 | 10 | Roof |
| 1 | RTU-2 Roof-top Pkg. Unit with gas heat | Lennox | GSC-16-513 | 4 | Roof |
| 1 | RTU-3 Roof-top Pkg. Unit with gas heat | Lennox | LGA 1205 | 10 | Roof |
| 1 | RTU-4 Roof-Top Pkg. Unit with gas heat | Lennox | GCS24-813 | 6 | Roof |
| 1 | RTU-5 Roof-top Pkg. Unit with gas heat | Lennox | LGA 102S | 8.5 | Roof |
| 1 | ZD-1 Zone Damper | Lennox | ZD-1 | 1720 | |
| 1 | ZD-2 Zone Damper | Lennox | ZD-2 | 630 | |
| 1 | ZD-3 Zone Damper | Lennox | ZD-3 | 250 | |
| 1 | ZD-4 Zone Damper | Lennox | ZD-4 | 630 | |
| 1 | ZD-5 Zone Damper | Lennox | ZD-5 | 520 | |
| 1 | ZD-6 Zone Damper | Lennox | ZD-6 | 800 | |
| 1 | BPD-1 By-pass damper | Lennox | BPD-1 | 1600 | |
| 1 | BPD-2 By-pass damper | Lennox | BPD-2 | 1600 | |
| 1 | EF-1 Exhaust Fan | Greenheck | CSP-255 | | |
| 1 | EF-2 Exhaust Fan | Greenheck | SP-255 | | |
| 1 | EF-3 Exhaust Fan | Greenheck | CSP-228 | | |
| 1 | EF-4 Exhaust Fan | Greenheck | | | |
| 1 | EDH-1 Door heater | Markel | F3482 | | |
| 1 | EDH-2 Door heater | Merkel | F3482 | | |
| 1 | Metasys Control System | Metasys | | | |

CANCELLATION :

The City reserves the right to cancel any resultant contract with thirty-(30) days written notice to the vendor if deemed to be in the best interest of the City.

CERTIFY NON-DISC:

By submitting their bid/proposal, all bidders and offerors certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's with Disabilities Act, the Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

CONTRACT DISPUTE:

All contractual disputes arising during the performance of the contract shall be handled in accordance with the provisions of Section 18-159, Administrative Appeals Procedure, of the Lynchburg City Code.

DRUGS & ALCOHOL:

SEC. 2.2-4312 DRUG FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor. The employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

GOVERNING LAW AND POLICY:

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance.

HOLD HARMLESS:

The successful bidder shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgements, costs, causes of action, damages and expenses arising from work performed by the contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a result of the bidder's contract with the City.

INSURANCE:

In order to accomplish the indemnity requirements, the successful bidder shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful bidder.

NON DISC.

The attached Certification of Non-Discrimination and Anti-Collusion Statement is to be signed and returned as part of the contract.

TAXES:

The bidder shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.,) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

TRAVEL TIME:

Travel time to and from the job site and vehicle usage charge must be included in your bid price. The City of Lynchburg will not pay any charges for any item not included in the bids.

Tax Exempt Status:

As a municipality, the City is exempt from the payment of sales tax pursuant to the Laws of the Commonwealth of Virginia. Contractor shall take all necessary steps authorized by law to eliminate the payment of any and all taxes that may otherwise be due and payable to the Commonwealth of Virginia in connection with this Contract, and the products and services to be furnished thereunder.

Force Majeure:

Neither party shall be responsible for delays in the timely completion of the Scope of Work caused by any bona fide strike, riot, fires, sabotage, terrorist acts, or acts of God or any other delays deemed by the City to be clearly and unequivocally beyond the Contractor's control will relieve the Contractor of deadlines set for the timely completion of the Scope of Work. The Contractor shall notify the City in writing as soon as the contractor knows, or should reasonably know that such an event will delay completion of the Scope of Work. Said notification shall include proof required by the City to evaluate any request by the Contractor for relief. The City's decision regarding whether or not the Contractor is entitled to such relief will be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any such event.

The City shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is do to a, strikes, riots, fire, sabotage, or acts of God, beyond the control of the City, that make performance impossible or illegal.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

_____ (seal)

Acknowledged before me this _____ day of _____,

Notary Public

My commission expires: _____

CITY OF LYNCHBURG, VIRGINIA
OFFICE OF RISK MANAGEMENT

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representative, employees, or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability:

(Occurrence Form CG0001, Ed. 11/88): \$1,000,000 CSL, BI & PD

Automobile Liability:

Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD

Workers' Compensation: Statutory Amount

Errors & Omissions/Professional Liability: \$1,000,000

Please state your ability to comply with these requirements _____
YES NO

The insurance policies shall include or be endorsed to include the following provisions.

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply _____
8. All coverages for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company
☐ Limited liability partnership
☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|--|---|
| Name | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.